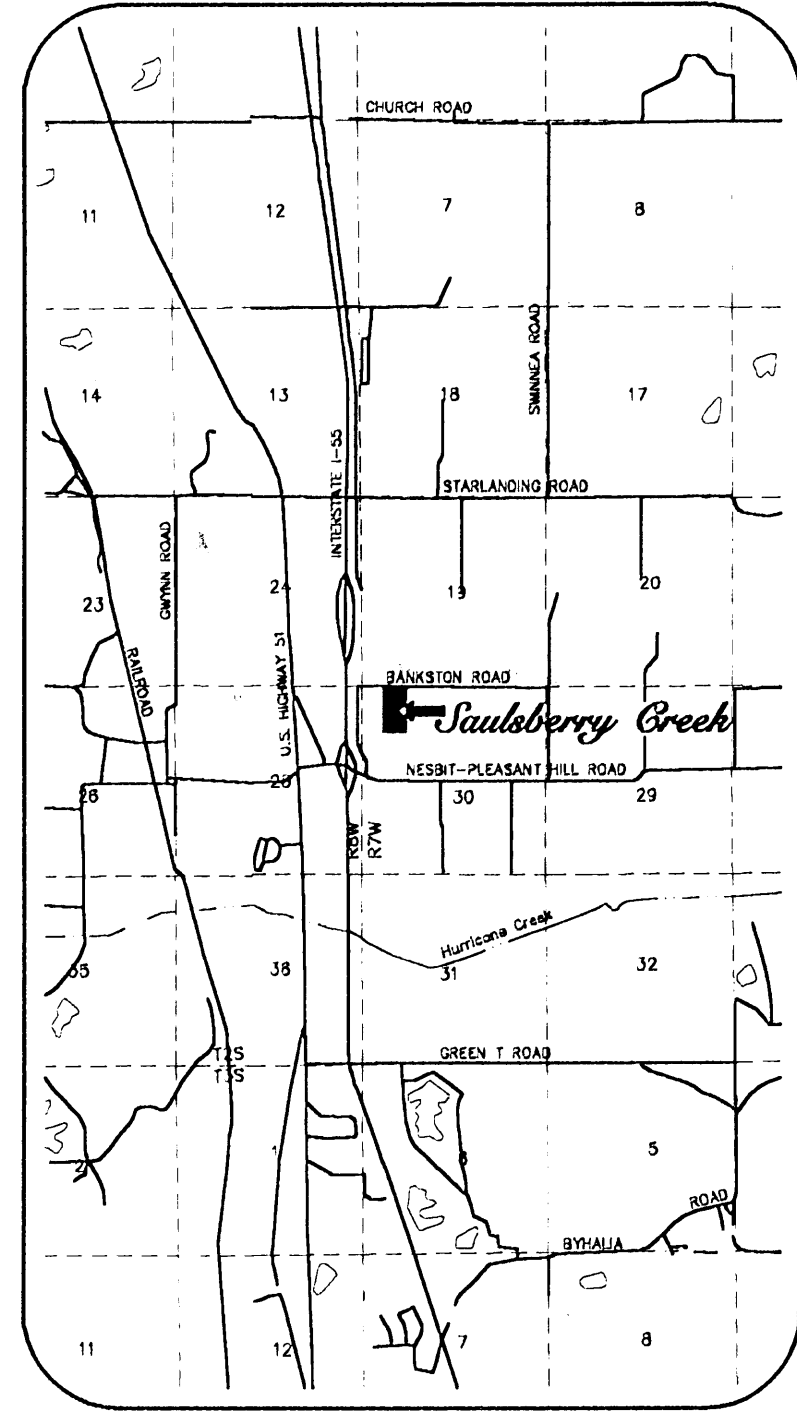


7



Saulsberry Creek Subdivision
Protective Covenants
Limitations And Restrictions

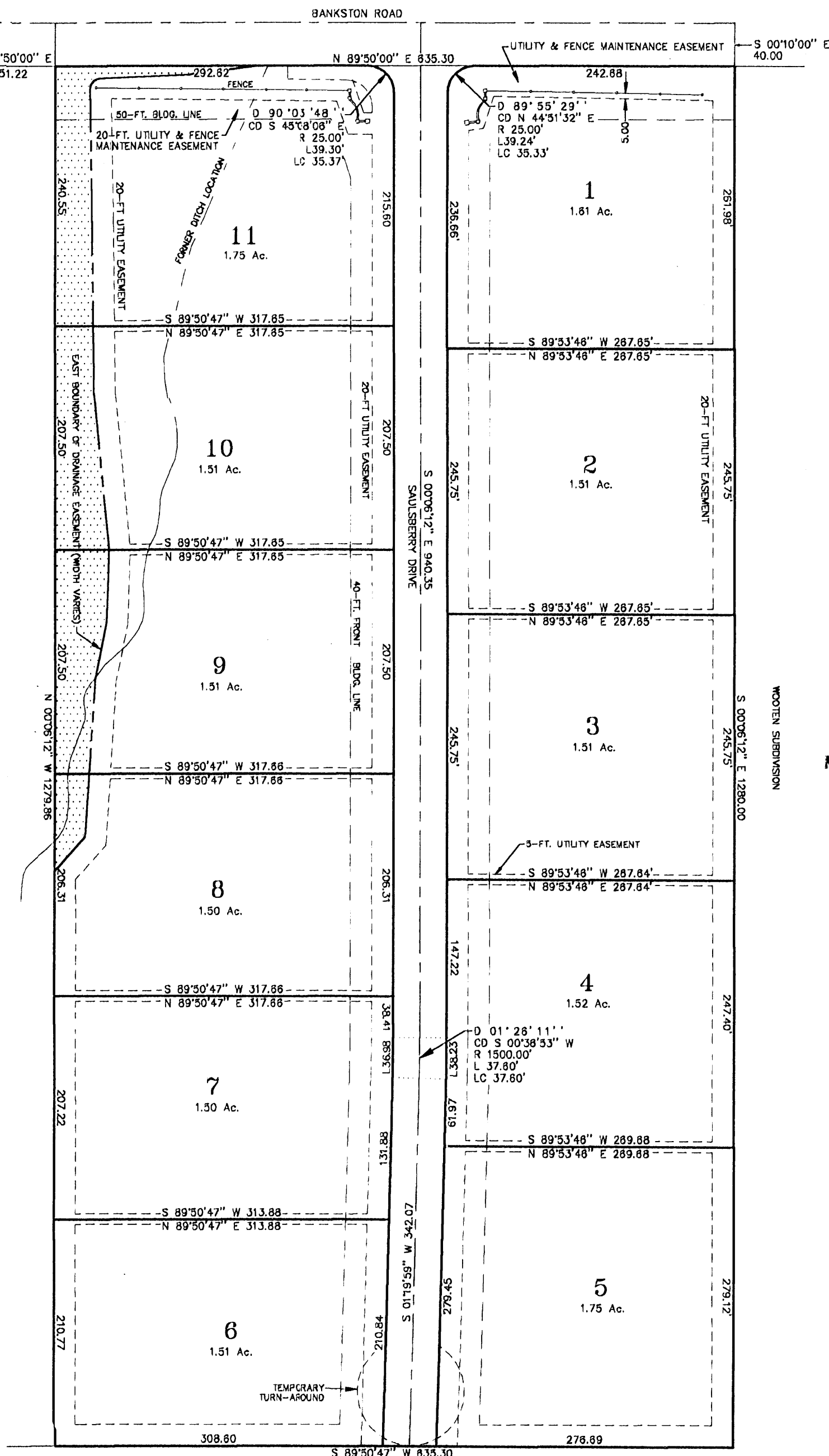
Whereas, said owners, developers, and declarants wish to encumber said real property with the following protective covenants, limitations, and restrictions which shall run with the land, and shall be binding on all parties and all persons claiming under them until January 2014, at which time, said covenants, limitation, and restrictions shall be automatically extended for successive ten (10) year periods, unless by vote of the majority of the then land owners of the lots, in this subdivision, it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants, limitations, or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation, or restriction, and either to prevent him or them from doing so, or to recover damages or dues, for such court violations. Invalidation of any of these covenants, limitations, or restrictions, by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect, which shall be covenants that run with the land, and shall be binding upon purchases of numbered lots, within said developed subdivision, their successors and assigns. Said protective covenants are as follows, to-wit:

- No lot shall be used for any purpose, except that of single family residential. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling, a private double garage for not more than three cars, and separate detached buildings incidental to such use. Two or more lots may be combined for use of one lot and, in such case, the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event of such lots are combined under one ownership, for use as a single lot, no part of the combined lots may be sold or conveyed, except to the original size of the lots, before being combined. No single lot in the subdivision, as recorded, can be re-subdivided into two or more lots, for the purpose of building another dwelling.
- Easements, for installation and maintenance of utilities, drainage facilities and sloping of banks, are reserved, as shown on the plot. T. minimum front yard setback is shown on the plot, for each lot. The minimum side yard setback is fifteen (15) feet, and the minimum rear yard setback is thirty (30) feet.
- All sewer connections must be approved, by the Mississippi State Board of Health. Water will be from public supply, when supplied by Nesbit Water Association.
- All dwellings, and other structures, on the lot, must be in compliance, with the requirements, of the DeSoto County Planning Commission, and its successors.
- No obnoxious or offensive activities shall be carried on, upon any lot, nor shall anything be done, which may be, or become, an annoyance, or nuisance, to the neighborhood. No business of any kind shall be carried on, upon any lot, or in any building, on any lot. All lots and houses are to be for residential use only.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other temporary buildings, shall be used on any lot on any time as a residence, either temporary or permanently. No garage apartments will be allowed.
- No signs of any kind shall be displayed to the public view, on any lot, except one professional sign, of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, to advertise the property, during the construction and approval of the developer, or his successor.
- No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment, for the storage or disposal of debris, stumps, trees, etc., must be removed from each lot by the builder, as often as necessary, to keep the house and lot attractive.
- The total minimum heated floor area of a residence, exclusive of open porches, garages, or carports shall be 2,150 square feet. The minimum heated lower floor area of a split-level or two-story residence shall be 1,800 square feet. When a split-level or two-story has a side-attached two-car carport or garage, the minimum heated lower floor area shall be 1,400 square feet. Openings of garages shall not be visible from the street, except for corner lots, and those lots, which are granted, permitted exceptions, by the owner of the subdivision, or the Architectural Review Committee. If a home must be rebuilt due to damage from a fire, tornado, etc., the home must be built using the same guidelines as previously stated.
- All gardens must be planted to the rear of any main residence, with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence.
- The developer of the subdivision, or the Architectural Review Committee must approve any type of permanent fencing erected on the lots. No fences shall be erected on any portion of any lot, between the front of the residence and the street and between the side of the residence and the street on the corner lots unless same is a plantation type fence or two or three rail split color fence. All driveways will be either concrete or asphalt; no gravel driveways will be permitted.
- No vehicle, including, but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailers can be parked or stored on any lot, unless same is under carport, in the garage, barn or other outbuilding, or to the rear of the main residence. Said vehicles must have a current state license plate. No tractor-trailer can be parked on any lot or on the street; and no trailer, without a tractor, can be parked on any lot or on the street.
- No animals, livestock or poultry of any kind shall be kept, bred, or raised on any lot except dogs, cats, and other small pets may be kept in limited number and manner for personal use and enjoyment only, provided they are not kept, bred, or maintained for any commercial purpose, that said animals are not an annoyance or nuisance to the neighborhood and that the proper fencing and shelter must be provided and approved by the owners of the subdivision or the Architectural Review Committee or their successors.
- The exterior of the dwelling will be at least 60 % brick or drivet. No under ground homes will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted.
- In reference to mail boxes, no mail box or paper bag or other receptacle of any kind for use in delivery of mail, newspapers, magazines, or similar materials shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles are approved by the Architectural Review Committee.
- The owners of the subdivision or the Architectural Review Committee reserve the right to review the plans of any structure that is built on any lot. The owner of the subdivision or the Architectural Review Committee must approve, in writing, within twenty (20) days, the plans submitted. If the lot owner, whose plans are to be approved, does not receive this written approval or disapproval within said twenty (20) days, the lot owner will deem the plans approved and proceed with construction.
- The construction of any house in the subdivision shall be required to be completed within twelve (12) months from the date that the construction began, and driveways shall be required to be completed within eighteen (18) months from the date that the house construction began.
- A Home Owner's Association fee of \$100 per lot per year will be assessed to the owners. These funds will be used to maintain and improve the subdivision. If a lot owner does not maintain the upkeep of his lot, such as with the cutting of the lawn, the Home Owner's Association will have the lawn cut, and bill the lot owner for the service.
- When developers cease to own a lot within the subdivision, they shall then name three persons owning property within the subdivision to act as the Architectural Review Committee. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor at this time. The covenants can be changed only if the vote is 80% in favor of the changes submitted. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the then owners of property within the subdivision. The developer retains the right to upgrade the above listed Protective Covenants as long as the owns at least one (1) lot in the development.

ALL LOT CORNERS ARE MONUMENTED WITH STEEL FENCE RAILS UNLESS OTHERWISE NOTED.

| SIDEDRAIN SCHEDULE | | |
|--------------------|-----------|--|
| LOT NO. | PIPE DIA. | |
| 1 | 15 | |
| 2 | 18 | |
| 3 | 15 | |
| 4 | DRY/15 | |
| 5 | 15 | |
| 6 | 15 | |
| 7 | 15 | |
| 8 | DRY/15 | |
| 9 | 15 | |
| 10 | 15 | |
| 11 | 15 | |

SHRUBS PLANTINGS



ROBERT & ROSIE MAE JACKSON

| SETBACK REQUIREMENTS | |
|----------------------|----------|
| FRONT BUILDING LINE | 40- FEET |
| BACK YARD SETBACK | 35- FEET |
| SIDE YARD SETBACK | 15- FEET |
| FRONT YARD UTILITY | 20- FEET |
| BACK YARD UTILITY | 10- FEET |
| SIDE YARD UTILITY | 5- FEET |

DEVELOPER: CUBBY SAULSBERRY
120 BANKSTON ROAD
NESSBIT, MS 38851

WATER SERVICE TO BE PROVIDED BY THE NESSBIT COMMUNITY WATER ASSOCIATION.

WASTEWATER TREATMENT TO BE INDIVIDUAL ON-SITE TREATMENT SYSTEMS.

ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 28033C0110 D, DATED MAY 3, 1990, THE HEREON SHOWN PROPERTY IS NOT IN A FLOOD HAZARD ZONE.

OWNER'S CERTIFICATE of Saulsberry Construction Co. LLC and
I, Cubby Saulsberry, owner of the hereon shown property, hereby adopt this as our plat of subdivision and dedicate the right-of-way of the roads to the public use forever and reserve for the utilities the utility easements shown on the plot. We certify we are owners of the property and that no taxes have become due and payable. This the 11th day of April, 2004.
Cubby Saulsberry
Cubby Saulsberry, Owner

NOTARY CERTIFICATE
State of Mississippi
County of DeSoto

Personally appeared before me the undersigned authority in and for said county and state on the 11th day of April, 2004, within my jurisdiction the within named Cubby Saulsberry, who acknowledged he is owner of the property hereon and that no taxes have become due and payable.
Alan Sims
Alan Sims, Notary Public
My commission expires April 25, 2006

MORTGAGEE'S CERTIFICATE

PEOPLES BANK AND TRUST COMPANY, INC., mortgagee of the shown hereon property, hereby adopt this as our plan of subdivision and dedicate the right-of-way of roads to the public use forever and reserve for the public utilities the utility easements shown on the plot. I certify Peoples Bank and Trust Company, Inc. is the mortgagee of the property and that no taxes have become due and payable. This the 11th day of April, 2004.

ALAN SIMS, VICE-PRESIDENT
FOR: PEOPLES BANK AND TRUST COMPANY, INC.

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me the undersigned authority in and for said county and state on the 11th day of April, 2004, within my jurisdiction the within named Alan Sims, who acknowledged he is Vice-President of Peoples Bank And Trust Company, Inc., a Mississippi Corporation, and for and on behalf of said corporation and as its act and deed, he/she executed the above and foregoing instrument after having been duly authorized so to do.

NOTARY My commission expires
My Commission Expires April 25, 2006

CERTIFICATE OF SURVEY
This is to certify that I have drawn the plat from a survey of the land shown on the plat and that the plat is a true and correct representation of the land shown on the plat and that the plat is a true and correct representation of the land shown on the plat.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Approved by the DESOTO COUNTY PLANNING COMMISSION on the 21st day of April, 2004.

CHAIRMAN
PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Approved by the DESOTO COUNTY BOARD OF SUPERVISORS on the 11th day of April, 2004.

W. E. Davis, Chairman
CLERK OF THE BOARD

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I hereby certify that the subdivision plot shown hereon was filed for record by my office at the DeSoto County Clerk's Office on the 11th day of April, 2004.

APPROVED
02/05/04
DESOTO COUNTY
PLANNING COMMISSION

11 LOTS ON 18.67 ACRES, ZONED R30, IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI. 1. House size/location is critical. 2. Excessive grading voids approval. 3. Residences not to exceed 1000 sqd. 4. No Food Service Establishments permitted.

REVISED:

INTERFERED & ANNOTATED
MAINTAINING ORIGINAL RECORD
DATE: MAY 7, 2003

FINAL PLAT

SAULSBERRY CREEK
IN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 7 WEST,
DE SOTO COUNTY, MISSISSIPPI

DRAWN BY:

SHEET 1 OF 1

DATE: MAY 7, 2003

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